



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor : Ramadan et al.

Serial No. : 09/838,862 Examiner : Rahll, Jerry T.

Filed : April 20, 2001 Group Art Unit: 2874

For : COUPLER MULTIPLEXER PERMUTATION SWITCH

PETITION TO ACCEPT SIGNATURE OF JOINT INVENTORS
ON BEHALF OF NON-SIGNING INVENTOR UNDER
37 C.F.R. § 1.183 AND STATEMENT UNDER 37 C.F.R. § 1.47

I hereby certify that this paper is being deposited with the
United States Postal Service as first class mail in an envelope addressed
to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-
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September 11, 2006

Date of Deposit

Eric J. Faragi

Attorney Name

51,259

PTO Registration No.

Signature

September 11, 2006

Date of Signature

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

This paper is filed concurrently with Applicant's Response to the Office Action dated March 9, 2006. The Examiner has required a substitute oath or declaration. Enclosed herewith is a declaration executed by two of the three joint inventors. M.P.E.P. §§ 409.03(a) provides "an oath or declaration signed by all the available joint inventors with the signature block of the nonsigning inventor(s) left blank may be treated as having been signed by all the available joint inventors on behalf of the nonsigning inventor(s) . . ." In accordance with M.P.E.P. § 603 and M.P.E.P. §§ 409.03(a) and (d)(I), Applicant respectfully petitions the Commissioner under 37

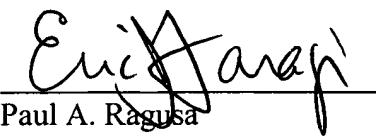
C.F.R. § 1.183 to treat the blank signature block of non-signing inventor Mr. Ramadan as having been signed by the available joint inventors Mr. Osgood and Mr. Scarmozzino on behalf of non-signing inventor Mr. Ramadan, who cannot be reached. Applicant relies on the accompanying Declaration of Kristina Levites, a patent paralegal in the Office of the General Counsel at Columbia University, for factual support as required by 37 C.F.R. § 1.47 to establish that a diligent effort was made.

Accordingly, Applicant submits that a diligent effort has been made and hereby petitions the Commissioner to treat the blank signature block of non-signing inventor Mr. Ramadan as having been signed by the available joint inventors on behalf of non-signing inventor Mr. Ramadan.

In view of the foregoing, the application is now believed to be in condition for formal allowance. Prompt and favorable action is respectfully requested. The Commissioner is hereby authorized to charge the petition fee to Deposit Account 02-4377. Applicant does not believe that any additional fee is required in connection with the submission of this document. However, should any additional fee be required, or if any overpayment has been made, the Commissioner is hereby authorized to charge any fees, or credit or any overpayments made, to Deposit Account 02-4377.

Respectfully submitted,
BAKER BOTTS L.L.P.

By:


Paul A. Ragusa
Patent Office Reg. No. 38,587

Eric J. Faragi
Patent Office Reg. No. 51,259

30 Rockefeller Plaza

Attorney Docket No. 070050.1370
Serial No. 09/838,862

New York, NY 10012-4498
Attorneys for Applicant

212-408-2500



Attorney Docket No. 070050.1370
Serial No. 09/838,862

THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor : Ramadan et al.
 Serial No. : 09/838,862 Examiner : Rahll, Jerry T.
 Filed : April 20, 2001 Group Art Unit: 2874
 For : COUPLER MULTIPLEXER PERMUTATION SWITCH

DECLARATION IN SUPPORT OF PETITION UNDER
37 C.F.R. § 1.183 AND STATEMENT UNDER 37 C.F.R. § 1.47

Commissioner for Patents
 P.O. Box 1450
 Alexandria, VA 22313-1450

Sir:

I, KRISTINA LEVITES, hereby declare as follows:

1. I am a patent paralegal in the Office of the General Counsel of Columbia University.
2. Based on the records of Columbia University, inventor Mr. Ramadan's last known address is 12 Nakhla El-Moteii St. Apt. 4, Heliopolis, Cairo, Egypt.
3. On June 20, 2006, I sent via Federal Express a declaration for inventor Mr. Ramadan to sign at his last known address in Egypt. Attached herewith as Exhibit A is a true and accurate copy of the shipping label as well as a receipt from Federal Express showing that the package was returned to sender.
4. On August 23, 2006, I sent via Federal Express a declaration for inventor Mr. Ramadan to sign at his last known address in Egypt. Attached herewith as Exhibit B is a true and accurate copy of the shipping label as well as a receipt from Federal Express showing "Customer not available or business closed" on August 26, 27, and 28. On September 5, 2006, I

Attorney Docket No. 070050.1370
Serial No. 09/838,862

was informed by a representative of Federal Express in a telephone conference that the package sent to Mr. Ramadan in Cairo, Egypt (Tracking No. 791097017366) would be returned to Columbia University at our expense as being undeliverable.

5. The signing joint inventors Mr. Osgood and Mr. Scarmozzino have indicated they are unaware of Mr. Ramadan's current whereabouts.

6. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of this application or any patent issuing thereon.

Respectfully submitted,

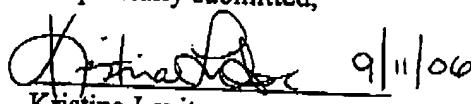

Kristina Levites 9/11/06

EXHIBIT A

From: Origin ID: CTOA (212) 854-0285
 Kristina Levites
 Office of the General Counsel
 Columbia University
 535 W 116th St, MC 4308
 New York, NY 10027
 UNITED STATES



Ship Date: 20JUN06
 AdWgt: .5 LB
 System#: 2372071/INET2500
 Account#: S ****

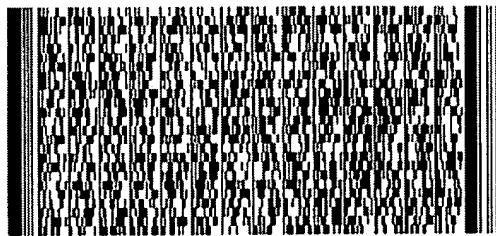


ToWgt: .5 LB

SHIP TO: 2128540285 BILL SENDER
Tarek A. Ramadan

12 Nakhla El Moteii, Apt 4
Heliopolis

Cairo,
EG

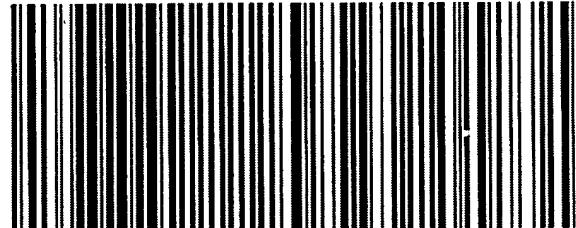


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CLAIMS FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.

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Track Shipments Detailed Results

Tracking number 791023350052 **Destination** CAIRO EG
Ship date Jun 20, 2006 **Service type** Priority Envelope
Weight 0.5 lbs.

Status Delivery exception

Date/Time	Activity	Location	Details
Jul 5, 2006	2:53 PM Package returned to shipper	CAIRO EG	Return tracking number: 857805824276
	12:19 PM At local FedEx facility	CAIRO EG	
Jul 4, 2006	6:48 PM At local FedEx facility	CAIRO EG	
Jul 2, 2006	9:15 AM At local FedEx facility	CAIRO EG	
Jul 1, 2006	12:11 PM At local FedEx facility	CAIRO EG	
Jun 29, 2006	3:59 PM At local FedEx facility	CAIRO EG	
Jun 28, 2006	10:12 AM At local FedEx facility	CAIRO EG	
Jun 27, 2006	10:44 AM At local FedEx facility	CAIRO EG	
Jun 26, 2006	10:18 AM At local FedEx facility	CAIRO EG	
Jun 24, 2006	5:13 PM Delivery exception	CAIRO EG	Incorrect address
	8:30 AM On FedEx vehicle for delivery	CAIRO EG	
Jun 23, 2006	11:03 AM Delivery exception	CAIRO EG	Holiday - Business closed
	11:03 AM At local FedEx facility	CAIRO EG	
	11:00 AM Int'l shipment release	CAIRO EG	
	3:56 AM Int'l shipment release	CAIRO EG	
	12:58 AM In transit	CAIRO EG	Package available for clearance
Jun 22, 2006	9:06 AM At dest sort facility	POYLE GB	
Jun 21, 2006	9:46 PM In transit	POYLE GB	Package available for clearance
	6:08 AM Departed FedEx location	NEWARK, NJ	
	1:34 AM Departed FedEx location	NEWARK, NJ	
Jun 20, 2006	11:51 PM Left origin	NEW YORK, NY	
	6:06 PM Picked up	NEW YORK, NY	
	10:01 AM Package data transmitted to FedEx		

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Your Name: Your Email Address:

Email address	Language	Exception updates	Delivery updates
<input type="text"/>	English <input checked="" type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English <input checked="" type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English <input checked="" type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>

English

Select format: HTML Text Wireless

Add personal message:

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non-English characters.

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EXHIBIT B

From: Origin ID: CTOA (212) 854-0285
 Kristina Levites
 Office of the General Counsel
 Columbia University
 535 W 116th St, MC 4308
 New York, NY 10027
 UNITED STATES

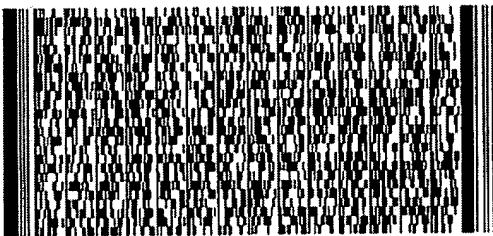


Ship Date: 23AUG06
 AcWgt: .5 LB
 System#: 2372071/INET2500
 Account#: S *****



TotWgt: .5 LB

SHIP TO: 2128540285 BILL SENDER

Tarek A. Ramadan**12 Nakhla El Moteii, Apt 4
Heliopolis****Cairo,
EG**

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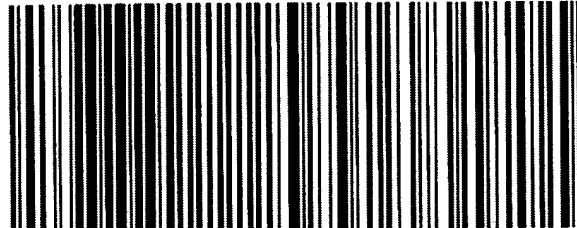
CONSIGNEE COPY - PLEASE PLACE IN POUCH

REF:
 DESC-1: Legal documents
 DESC-2:
 DESC-3:
 DESC-4:
 EEI: NO EEI 30.37(a)
 COUNTRY MFG: US
 CARRIAGE VALUE: 0.00 USD
 CUSTOMS VALUE: 2.00 USD
 T/C: S 103897327 D/T: R
 SIGN: Kristina Levites
 EIN/VAT:

IP ENVELOPE

TRK# 7910 9701 7366 FORM 0430

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The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.

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Track Shipments Detailed Results

Tracking number 791097017366
Ship date Aug 23, 2006 **Destination** CAIRO EG
Service type Priority Envelope
Weight 0.5 lbs.

Status At FedEx destination

Date/Time	Activity	Location	Details
Sep 7, 2006	9:46 PM At local FedEx facility	CAIRO EG	
Sep 6, 2006	10:03 AM At local FedEx facility	CAIRO EG	
Sep 5, 2006	9:21 PM At local FedEx facility	CAIRO EG	
Sep 4, 2006	10:09 AM At local FedEx facility	CAIRO EG	
Sep 3, 2006	12:01 PM At local FedEx facility	CAIRO EG	
Sep 2, 2006	11:09 AM At local FedEx facility	CAIRO EG	
Aug 31, 2006	12:01 AM At local FedEx facility	CAIRO EG	
Aug 30, 2006	11:17 AM At local FedEx facility	CAIRO EG	
Aug 29, 2006	8:44 PM At local FedEx facility	CAIRO EG	
Aug 28, 2006	9:11 PM At local FedEx facility	CAIRO EG	
	9:25 AM Delivery exception	CAIRO EG	Customer not available or business closed
	7:56 AM On FedEx vehicle for delivery	CAIRO EG	
Aug 27, 2006	8:55 PM At local FedEx facility	CAIRO EG	
	12:00 PM Delivery exception	CAIRO EG	Customer not available or business closed
	8:11 AM On FedEx vehicle for delivery	CAIRO EG	
Aug 26, 2006	9:40 PM At local FedEx facility	CAIRO EG	
	12:00 PM Delivery exception	CAIRO EG	Customer not available or business closed
	8:25 AM On FedEx vehicle for delivery	CAIRO EG	
	7:43 AM Int'l shipment release	CAIRO EG	
	3:04 AM Int'l shipment release	CAIRO EG	
	2:41 AM In transit	CAIRO EG	Package available for clearance
Aug 25, 2006	10:16 AM At dest sort facility	POYLE GB	
Aug 24, 2006	9:40 PM In transit	POYLE GB	Package available for clearance
	2:27 AM Departed FedEx location	NEWARK, NJ	
	12:30 AM Arrived at FedEx location	NEWARK, NJ	
Aug 23, 2006	11:53 PM Left origin	NEW YORK, NY	
	8:36 PM Picked up	NEW YORK, NY	
	3:55 PM Package data transmitted to FedEx		

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